REQUEST FOR PROPOSALS

FOR THE PROVISION OF LEGAL OPINION FOR THE
KZN GROWTH FUND TRUST (KGFT)

RFP – KGFT 2019/014
### REQUEST FOR PROPOSAL

**KZN Growth Fund**  
28th Floor Delta Towers 303 Dr. Pixley Kaseme Street, Durban, Republic of South Africa  
(Hereinafter referred to as “KGFT”)

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>KGFT 2019/012</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLOSING DATE:</td>
<td>09 July 2019</td>
</tr>
<tr>
<td>TIME:</td>
<td>12:00pm (midday)</td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>PROVISION OF LEGAL OPINION FOR THE KZN GROWTH FUND TRUST (KGFT)</td>
</tr>
<tr>
<td>BRIEFING SESSION</td>
<td>25 June 2019 (10:00 am) Compulsory</td>
</tr>
</tbody>
</table>
C.1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF KGFT

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>KGFT 2019/014</th>
<th>CLOSING DATE</th>
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<th>12:00pm</th>
</tr>
</thead>
</table>

DESCRIPTION

PROVISION OF LEGAL OPINION FOR THE KZN GROWTH FUND TRUST (KGFT)

Offer to be valid for 90 days from the closing date of the bid.

VALIDITY

The successful bidder will be required to complete and sign a written Service Level Agreement.

BID DOCUMENTS SHALL BE:

DEPOSITED IN THE BID (TENDER) BOX SITUATED AT

28th Floor Delta Towers, 303 Dr. Pixely Kaseme Street,
Durban 4001

Note that the office is open Monday-Friday from 8:00am-4:30pm; excluding public holidays and week-ends.

No faxed or e-mailed bids will be accepted.

Bidders should ensure that bids are delivered before the closing date and time to the correct address. If the bid is late, it will not be accepted for consideration.

- Bids can be delivered between 08:00am and 4:30pm, Mondays to Fridays, prior to the closing date or before 12:00pm on the closing date.
- All bids must be submitted on the official pre-numbered forms (not to be re-typed).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- Bids submitted that do not comply with the following may not be considered for evaluation:
  - A bid that is not in the format prescribed.
  - A bid without some or all the required documents.
  - Pricing schedules not in the required format.
  - Bids without the required number of copies.
- Any queries regarding bidding procedures and technical information may be directed to:

Name: Management Accountant - Zodwa Ndlovu
Tel.: +2731 372 3720
Fax: +2731 306-2547
E-Mail: accounts@kzngf.co.za
C.2 BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the KGFT, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that -
   (a) the offer herein shall remain binding upon me/us and open for acceptance by the KGFT during the validity period indicated and calculated from the closing time of the bid;
   (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA with which I am/we are fully acquainted;
   (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the KGFT may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the KGFT and I/we will then pay to the KGFT any additional expense incurred by the KGFT having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the KGFT shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the KGFT may sustain by reason of my/our default;
   (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS: _____________________________________________________________

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us because of such action.

6. I/We declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in this RFP document. If in the affirmative, state names(s) of bidder(s) involved

7. * Delete whichever is not applicable.

OTHER BIDDERS

INVOLVED: _______________________________________________________________

All bidders must furnish the following and include it in their submission (Failure to do so may result in your bid being disqualified)

Name of bidder:

Entity name

VAT registration number

Entity type

Registration number

Valid Tax Clearance Certificate submitted YES / NO

SARS Pin:

Postal address:

Street address:

Telephone number: Code  Number

Cellular number:

Facsimile number: Code  Number

E-Mail address:

Website
In case of a consortium/joint venture, full details on consortium/joint venture members:

<table>
<thead>
<tr>
<th>Entity name</th>
<th>VAT registration number</th>
<th>Tax Clearance Certificate submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

Name of contracting entity in case of a consortium/joint venture

Entity name: 
Postal address: 
Street address:

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid

Name and Surname: 
Telephone number: Code Number 
Cellular number: 
Facsimile number: Code Number 
E-Mail address: 

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available.

Name and Surname: 
Telephone number: Code Number 
Cellular number: 
Facsimile number: Code Number 
E-Mail address:

Confirmation
Are you an accredited representative in South Africa for the services offered by you: YES / NO

Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of bidder:  

Date:  

Are you duly authorised to sign the bid? YES / NO

Capacity under which this bid is signed  

__________________________________________________________________________________________
C.3 INTRODUCTION TO THE KGFT

The KZN Growth Fund Trust ("KGFT") is a uniquely structured public financing initiative that is largely vested in the KZN province and dedicated to the success and prosperity thereof. The entity currently manages both a Debt and an Equity Fund.

Vision
To be KZN's leading development financier and impact investor.

Mission
To provide competitive and innovative financing solutions to private sector investments that propel socio-economic growth for a better future.

Values
Respect, accountability, integrity, stewardship and entrepreneurship.

Procurement Philosophy
It is the policy of KGFT, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being given to the importance of:

a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its B-BBEE Policy.

b) The promotion of national and regional local service providers and agents before considering overseas service providers; and;

c) The development, promotion and support for the moral values that underpin the above, in terms of the Fund’s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within the Fund.

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers. We strive for continuous improvement in our critical business areas and seek to establish relationships with service providers that are equally passionate in their quest for better quality, price and service. By exceeding our requirements and expectations, you will not only ensure that you maintain the current business; you will be positioning yourself for future business within the Fund.
C.4 TERMS OF REFERENCE
Provision of Legal Opinion to the KZN Growth Fund Trust (KGFT).

1. PURPOSE
The KZN Growth Fund Trust (KGFT) wishes to re-consider its legal status with a view of converting into a SOC LTD or any other suitable legal entity including retaining its current trust status, but with an enabling act, taking into consideration its current trust deed, all for the purposes of being listed or recognized under the PFMA as a Schedule 3D entity.

1.1 PROJECT OBJECTIVES
1.1.1 Overall objective are:
1.1.2 The overall objective of the project is to; with reference to the KGFT wishing to convert or retain its Legal Status as a Trust or SOC LTD
   a) Tabulate advantages and disadvantages of each entity – SOC Ltd, Trust or any other legal entity for the KGFT with reference to the PFMA, FAIS and Fund Management
   b) Cost benefit analysis for each exercise
   c) Responsibilities and dependencies of particular steps
   d) Tax implications for each option; advantages and disadvantages of each option

2. SCOPE OF WORK
In order to accomplish the above objectives, KGFT envisages the scope of work for the service providers to include the following activities:

2.1.1 Review of the KGFT’s business model (taking into consideration its fund management under FAIS) its trust deed and advising on various legal entities it may consider converting into, detailing the respective strengths and weaknesses and recommending the most appropriate legal form to meet strategic objectives of the KGFT as a recognizable entity under Schedule 3D of the PFMA.

2.1.2 Advising on regulatory approvals and requirements for migration to the most suitable legal form, if deemed necessary at all in terms of the PFMA for purposes of being listed as a Schedule 3D entity and other applicable legislation including but not limited to FAIS.

2.1.3 Preparing and drafting all necessary agreements and or legislation (MOI, Shareholders Agreement, Unwinding Agreements or Enabling Act and or changing the Trust Deed or any other foundational document
related to the recommended entity) and lodging all necessary documentation that will give effect to the new
corporate status as well as the dissolution, if deemed necessary of the KGFT as a Trust under its present form
and reformation in terms of the PFMA under Schedule 3D as a SOC LTD (Including exemptions if deemed
necessary and;

2.1.4 Effectively managing the entire process towards a suitable legal status (taking into consideration its
fund management under FAIS (Private Equity) to the en-commandite partnership) in the amendment of
legal structure from a Trust to any other entity including but not limited to Trust or a SOC LTD

2.1.7 REFERENCES

The Service Provider must provide at least three (3) written reference letters applicable to the scope of
services, with contactable names, telephone number and email addresses.

3. Description of the Service Provider’s Prior Experience

The Service Provider should clearly state its skills and experience in a manner that demonstrates its capability
to complete the service required. If applicable also highlight projects in which members of your proposed project
team have worked together. Please indicate for each project which you list, the scope of the project, value of
the contract and the location of the project.

4. Management Overview and Approach

The Service Provider shall set forth its overall technical approach and plans to meet the requirement of the RFP
in a narrative format covering key issues such as level of effort necessary to successfully complete the
engagement. The Service Provider shall also set forth a detailed work plan indicating how each task in the service
required, timelines and how the major milestones will be accomplished. The Service Provider response to this
section should be designed to convince the KGFT that the Service Providers’ detailed plans and proposed
approach to complete the scope of service are realistic, attainable and appropriate and the Service Provider’s
proposal will lead to successful completion of the engagement to provide the services requested pursuant to this
RFP.

5. KEY TEAM MEMBER LIST

The organization chart must include all Key Team Members, their levels or category and titles for this
engagement;

6. RESUME OF KEY TEAM MEMBERS

The Team Members are requested to provide the following information as detailed below:
☐ Abridged Curriculum Vitae for all proposed personnel who will be assigned to perform the scope of services contained in this RFP. The information provided from the resumes will be used as a key consideration in the selection process.

☐ The team should also be managed by the Team Leader and that the team should have the necessary skills and experience and time to complete the assignment satisfactorily.

C.5 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state1 and or the KGFT, or persons having a kinship with persons employed by the state or the KGFT, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state and or the KGFT, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
   - the bidder is employed by state or the KGFT; and/or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid.

2. To give effect to the above, the following questionnaire shall be completed and submitted with the bid:

2.1.

<table>
<thead>
<tr>
<th>Full Name of Bidder:</th>
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1 *“State” means) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999), b) any municipality or municipal entity c) provincial legislature d) national Assembly or the national Council of provinces, or e) Parliament
Did you or your spouse, or any of the company's directors/trustees/shareholders/member or their spouses conduct business with the state or the KGFT within the previous 12 months?  

<table>
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<tr>
<th>If Yes</th>
<th>Furnish particulars</th>
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| Full Name of Bidder Representative: |  |
| Identity Number of Representative: |  |
| Registration Number of the company/enterprise/ close corporation/partnership agreement/ trust |  |
| Tax Reference Number: |  |
| Vat Registration Number: |  |
| The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers |  |

2.2 Are you or any person connected with the bidder, presently employed by the state or the KGFT  

<table>
<thead>
<tr>
<th>If Yes</th>
<th>Furnish particulars</th>
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2.3 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and or the KGFT who may be involved with the evaluation and or adjudication of this bid?  

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<tr>
<th>If Yes</th>
<th>Furnish particulars</th>
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2.4 Full Details of Directors/Trustees/members/shareholders

<table>
<thead>
<tr>
<th>FULL NAME</th>
<th>IDENTITY NUMBER</th>
<th>PERSONAL INCOME TAX NUMBER</th>
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2.5 DECLARATION

I, THE UNDERSIGNED (NAME)……………………………………………...............CERTIFY THAT THE INFORMATION
FURNISHED IN PARAGRAPHS 2.1 to 2.5 ABOVE IS CORRECT.

I ACCEPT THAT THE KGFT MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL
CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

<table>
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<tr>
<th>NAME &amp; SIGNATURE</th>
<th>DATE</th>
<th>POSITION</th>
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<tbody>
<tr>
<td>OF BIDDER OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASSIGNEE(S)</td>
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C.6 Declaration of Bidders past supply chain management practices

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being
procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.

3. The bid by any bidder may be disregarded if that bidder or any of its directors have-

3.1. abused the institutions supply chain management system;

3.2. Committed any fraud or any other improper conduct in relation to such system; or

3.3. Failed to perform on any previous contract awarded to it.

4. To give effect to the above, the following questionnaire must be completed and submitted with the bid:

4.1.

<table>
<thead>
<tr>
<th>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</th>
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<tbody>
<tr>
<td>N/A</td>
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<tr>
<td>If Yes</td>
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4.2.

<table>
<thead>
<tr>
<th>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention of Combating of Corrupt Activities Act (No 12 of 2004)?</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
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<tr>
<td>If Yes</td>
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</table>

4.3.

<table>
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<tr>
<th>Was the bidder or any of its directors convicted by a court of law (SA or otherwise) for fraud or corruption during the past 5 years.</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>
4.4.

<table>
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<tr>
<th>If Yes</th>
<th>Furnish particulars</th>
</tr>
</thead>
</table>

Was any contract between the bidder and any organ of state terminated during the past 5 years because failure to perform on or comply with the contract?

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<tr>
<th></th>
<th>N/A</th>
<th>YES</th>
<th>NO</th>
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</thead>
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<tr>
<td>If Yes</td>
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I, the undersigned (full name) ______________________________________ certify that the information furnished on this declaration form is true and correct.

SIGNATURE: ___________________________ DATE: ___________________________

NAME OF BIDDER: ___________________________ POSITION: ___________________________
C.7 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This bidding document must form part of the bids invited;

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a separate prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   3.1. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   3.2. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. To give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:
_________________________________________________
(Bid Number and Description)

In response to the invitation for the bid made by the KZN Growth Fund with reference number, KGFT_____________________

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: __________________________________________ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not
to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying
bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to
determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor”
shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
5.1. has been requested to submit a bid in response to this bid invitation;
5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities
or experience; and
5.3. provides the same goods and services as the bidder and/or is in the same line of business as the
bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation,
communication, agreement or arrangement with any competitor. However, communication between
partners in a joint venture or consortium will not be construed as collusive bidding.

7. Without limiting the generality of paragraphs above, there has been no consultation, communication,
agreement or arrangement with any competitor regarding:

8. 
8.1. prices;
8.2. methods, factors or formulas used to calculate prices;
8.3. the intention or decision to submit or not to submit, a bid;
8.4. the submission of a bid which does not meet the specifications and conditions of the bid; or
8.5. bidding with the intention not to win the bid.

9. In addition, there have been no consultations, communications, agreements or arrangements with any
competitor regarding the quality, quantity, specifications and conditions or delivery of the products or
services to which this bid invitation relates.

10. The terms of the accompanying bid have not been, and will not be, disclosed by, directly or indirectly, to
any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive
practices related to bids and contracts, bids that are suspicious will be reported to the Competition
Commission for investigation and possible imposition of administrative penalties in terms of section 59 of
the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNATURE: _____________________________________ DATE: __________________________________

NAME OF BIDDER: ________________________________ POSITION: __________________________________
## C.8 BRIEFING SESSION – DECLARATION OF ATTENDANCE

<table>
<thead>
<tr>
<th>RFP NUMBER</th>
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<td>RFP DESCRIPTION</td>
<td><strong>PROVISION OF LEGAL OPINION TO THE KZN GROWTH FUND TRUST (KGFT)</strong></td>
</tr>
<tr>
<td>RFP CLOSING DATE AND TIME</td>
<td>09 July 2019 12:00pm (midday)</td>
</tr>
<tr>
<td>DELIVERY ADDRESS</td>
<td>28TH Floor, Delta Towers, 303 Dr. Pixley Kaseme Street, Durban, 4001</td>
</tr>
</tbody>
</table>

**BRIEFING SESSION**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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**DATE 25 June 2019 TIME: 10am**

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the KGFT to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME)_________________________________________CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

SIGNATURE:_________________________________________DATE:________________________

NAME OF BIDDER:_________________________________________POSITION:________________________
C.9 Conditions of Bid and Contract**

1. The KGFT reserves the right to:
   
   1.1. Request further information from any bidder after closing date;
   
   1.2. Verify information and documentation of the respective bidder;
   
   1.3. Require the bidder to conduct a presentation at the KGFT’s premises;
   
   1.4. Make sure that the bidder has at its disposal the necessary experience and expertise to execute the contract to the satisfaction of the KGFT prior to the awarding of the contract;
   
   1.5. Inspect the bidder’s operations or any part thereof during the evaluation phase of the Bid; or
   
   1.6. Arrange contracts with more than one contractor on the most economical, suitable and convenient source of supply.

**Copyrights, patent rights and other similar rights in any works or products created as a result of the performance of this tender and its assignments shall vest in and are hereby transferred to the KGFT, unless specifically agreed otherwise, in the form of individual written agreement signed by both parties.

**For this purpose, only, all works created in terms of this tender and the assignments thereof shall be deemed to have been created under control and direction of the KGFT. All information documents, records and books provided by KGFT to any service provider in connection with the proposal or otherwise are strictly private and confidential. Any proposer to any third party shall not disclose them, except with express consent of KGFT, which shall be granted in writing prior to such disclosure.
C.10 Format and Submission of Bids
1. Each detailed proposal submission of the RFP shall comprise of at least the following structure and subsections. The originals and copies shall be bound and clearly indexed as detailed in 4.4 below:

1.1. Envelope One

1.1.1. Section 1

- Completed original standard RFP document except schedule C11 (Pricing Schedule);
- all other supporting schedules and detailed proposal;
- **NB: if you include your pricing proposal in Envelope One, this is an automatic disqualification from the Bid**

1.1.2. Section 2

- Company profile;
- incorporation documents;
- financial statements;
- certifications;
- CV’s of proposed Technical Team;
- a list of three written references and; *(KGFT will further select from the list provided and verify directly with the Company referred regarding performance as well as value and duration serviced)*

**Consent Confirmations of References**

Please be advised that by providing us with your list of contactable references you acknowledge that your personal information (hereinafter referred to collectively as “your/your personal information”) will be required to be disclosed and processed by the KGFT and or its duly authorized 3rd party ‘Responsible Party” and or “Data Processor” to enable it to conduct all necessary background checks required in accordance with South Africa’s Anti-Money Laundering Legislation and the KGFT’s internal processes in order to assess but not limited to your trade history, creditworthiness, to conduct criminal checks, investigate prior convictions and judgements, validate all educational certification and employment history, interrogate any other information provided in support of your tender. In this regard, please note the following in accordance with Protection of Personal Information Act 4 of 2013, as amended from time to time:
The processing of your personal information complies with obligations imposed by law.

Your personal information shall not be retained any longer than is necessary for achieving the purpose for which the information was collected and all records of your personal information shall be deleted within 45 days as same is no longer required.

The integrity of all personal information in the KGFT’s and or its authorized Responsible Party and or Data Processor or under its control is protected by taking appropriate, reasonable technical and organizational measures to prevent loss, damage unauthorized destruction, unlawful access to or processing of personal information.

You have the right to access and rectify the information collected, including information about the identity of all 3rd parties who have access to the information.

any other supporting Company information to be provided by the bidder.

I, THE UNDERSIGNED (NAME)……………………………………………………………
CONFIRM CONSENT THAT CONTACT INFORMATION MAY BE USED TO CONFIRM PERFORMANCE AS WELL AS VALUE AND DURATION SERVICED.

SIGNATURE: _______________________________________
POSITION: ________________________________________
DATE: ____________________________________________

1.1.3. Section 3
- Original valid Tax Clearance Certificate, SARS Pin (Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid proposal. Certified copies of the Tax Clearance Certificate will not be acceptable). In bids where Consortia /Joint Ventures/Sub-contractors are involved each party must submit a separate valid Tax Clearance Certificate. and;
- Valid B-BBEE Verification Certificate (Please submit the full B-BBEE certificate and report)

1.2. Envelope Two

1.2.1. Section 4
2. Terms and Conditions

2.1. Proposed fixed fees and costs with detailed cost breakdown must be quoted in the pricing section. The cost breakdown must include a cost estimate to develop a model which must include the:

2.1.1. Related assumptions and detail make-up.

2.1.2. Fees must be quoted at an all-inclusive rate for the different levels of proposed resources to be utilised.

2.1.3. All administration costs such as accommodation, travel, subsistence, etc for the duration of the audit.

2.2. The Service Provider must ensure that it can manage the resources envisaged in providing the services requires herein.

2.3. The KGFT reserves the right to terminate the contract if there is clear evidence of deviations as per agreed requirements.

2.4. The successful Service Provider must enter a Service Level Agreement with the KGFT.

3. Penalties/Warranties

3.1. If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within 7 days to remedy any defect;

3.2. The KGFT reserves the right to:

3.2.1. inspect or audit any document pertaining to the contract to be awarded herein;

3.2.2. to terminate this contract at any stage if there is sufficient proof of inefficacy in the expected service delivery or the bidder has been placed under business rescue or is due to be liquidated or is unable to pay its creditors and has entered a scheme of arrangement or any documentation provided on submission is proved to be untrue.

4. Instructions for proposal

4.1. This RFP does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the bidders.

4.2. To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as Pricing Schedule. Only the requested information should be inserted and no changes to the layout should be made.
4.3. The KGFT requires a clear, concise and factual response. Bidders shall consult in writing with the KGFT procurement officer should there be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

4.4. Proposals must be compiled in the following manner (non-compliance may eliminate your bid):

4.4.1. Clear indexing of the proposal content must be included.

4.4.2. One (1) original proposal (marked 'original') must be submitted.

4.4.3. One (1) original pricing (marked 'original') must be submitted, refer to C11.

4.4.4. One (1) copy of the proposal (marked 'copy') must be submitted.

4.4.5. One (1) copy of the pricing (marked copy) must be submitted, refer to C11.

4.4.6. All proposals must be delivered sealed (originals and copies). The following information must appear on the outside of the sealed proposal.

- Name of Bidder
- Description of proposal
- RFP Number
- Closing date and time

4.4.7. All proposals must contain 2 years most recent audited financial statements.

5. Tender Costs, R610 non-refundable deposit.

6. General

6.1. The KGFT, reserves the right to engage in pre-post tender negotiations with the Bidder/s on the short list and to do business with service providers that best meet the requirements and will not be obliged to give reasons for such exclusions.

6.2. The selected Bidder(s) will be required to enter a written contractual agreement with the KGFT. This RFP or any part thereof may be incorporated into and made part of such an agreement. The KGFT shall not incur any obligation or liability towards the selected Bidder(s) until a written contract agreement has been signed by the KGFT and the Bidder(s).

6.3. Late Submissions

- Proposals submitted after the specified closing date and time will not be considered
C.11 Pricing Schedule

<table>
<thead>
<tr>
<th>NAME OF BIDDER:</th>
<th></th>
</tr>
</thead>
</table>

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Please note the following:

- Pricing must be in South African currency (ZAR).
- Bidder is required to price for and must meet all the specifications.
- The pricing must be structured in a clear, simple manner to allow comparisons and should be itemized per service offering.
- Project setup costs including integration with internal systems should be outlined in detail.
C.12 EVALUATION PROCESS

The 4 stage Evaluation Methodologies approach is utilised and is as follows;

1. STAGE 1- COMPLIANCE WITH MINIMUM REQUIREMENTS

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further adjudication. The minimum compliance requirements for this bid include:

- Submission of a complete bid proposal;
- Evidence of registration on the National Treasury Central Supplier Database;
- Submission of a valid B-BBEE Verification certificate LEVEL THREE B-BBEE (3) AND ABOVE ONLY**
- Not registered on the National Treasury Tender Defaulters;
- Audited Financial Statements (recent 2 years);
- Submission of the Original Valid Tax Clearance and SARS Pin;
- A list of three (3) written references from previous or current clients for similar work performed to be provided by the bidder.
- Company profile
- Provision of all company registration documents
- Be a registered and legal entity with full regional capacity with office in KZN where KGFT will be serviced from
- Attendance at briefing session

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Yes</th>
<th>No</th>
<th>Noted</th>
<th>If no, indicate deviation</th>
</tr>
</thead>
</table>

Failure to comply with the above requirements will eliminate bidders from further evaluation.

**Only B-BBEE level three (3) and above must apply for this tender. Bidders who does not to meet this requirement will be disqualified in line with Preferential Procurement Regulation 4.
2. STAGE 2 - FUNCTIONALITY EVALUATION

2.1 Evaluation Criteria

Bidders who obtain a minimum of 70/100 points in stage 2 (Functionality evaluation) will qualify to proceed to stage 3 (Price and B-BBEE) evaluation wherein, the 80/20 preference Point Systems will be used as follows: 80 points for price and 20 points for B-BBEE status of contribution due to this bid estimated not to exceed R50 000 000.

<table>
<thead>
<tr>
<th>Functionality Criteria</th>
<th>Allocation of points</th>
<th>Maximum points to be awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidders Experience</strong></td>
<td>0</td>
<td>25</td>
</tr>
<tr>
<td>Bidder’s years of experience in advising on the conversion of legal structures on entities or setting up of a legal entity under the PFMA Schedule 3D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 0 to 1 year (0)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>• 1 to 5 years (10)</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• Greater than 5 years (25)</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>Years of Experience of bidder with FAIS Legislation</strong></td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>• 0 to 1 year (0)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>• 1 to 5 years (2)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>• Greater than 5 years (5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Detailed Proposal</strong></td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>containing solution to be provided as per each requirement under the deliverables detailed in clause 2 (Scope of Work)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Relevant Abridged CV’s</strong> of personnel to be appointed to rendition of services indicating their appropriate expertise for the services required and years of experience.**</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>• 1 CV (0)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>• 1 to 2 CV’s (5)</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>• 3 and above CV’s (15)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Project Plan** in terms of time lines and delivery

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

**Three** written references for which similar work was performed—also references must be contactable by the KGFT if required.

(5 points per reference with completed info as noted below:

- 1 reference (5)
- 2 references (10)
- 3 references (15)

Include type of work conducted

| Duration |
|---|---|
| 5 | 10 |
| 15 | 15 |

* KGFT will contact references to validate experience.

* Bidders who fail to meet the minimum score of 70 points out of 100 points in stage 2 functionality evaluation will not be considered for evaluation in terms of Stage 3 (Price and B-BBEE).

**3. Stage 3 - PRICE**

Contracts will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000 Preferential Procurements Regulation, 20 January 2017 Gazette Number 40553) Responsive bids will be adjudicated in terms of 80/20 preference point system in terms of which points are awarded to bidders based on;

<table>
<thead>
<tr>
<th>Stage 3: Price</th>
<th>Maximum points to be awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relative competitiveness of the price</td>
<td>80</td>
</tr>
</tbody>
</table>

**4. Stage 4 - PREFERENTIAL POINTS**

In terms of Section 9(1) of the Broad-Based Economic Empowerment Act the B-BBEE status Preference Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance in Accordance with the table below:

| Preference Points |
|---|---|
| B-BBEE Points | 20 |
| B-BBEE Status Level Contributor | Number of points |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
Note: Subcontracting

- Bidders will not be awarded points for BBBEE status level if it is indicated in the bid document that such bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points the bidder qualifies for, unless the intended sub-contractor is an EME that has capacity and ability to execute the sub-contract.

- A service provider who has been awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have equal or lower BBBEE status level than the service provider concerned unless the contract is subcontracted to an EME that has capacity and ability to execute the sub-contract.

### 1.3 PRESENTATIONS

<table>
<thead>
<tr>
<th>1.3.1 KGFT may decide to have compulsory presentations / site visits by the bidders ranked first to third on functionality.</th>
<th>Yes</th>
<th>No</th>
<th>Noted</th>
<th>If no, indicate deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.2 Presentations/ site visits shall only affect the points awarded for functionality.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3.3 Presentations / site visits will be made to/ performed by the evaluation Team</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1.4 ADJUDICATION OF BID

| 1.4.1 The Bid Adjudication Committee will consider the recommendations and make the final award. |  |  |  |  |
| 1.4.2 The bid shall be awarded at the sole and absolute discretion of KGFT. KGFT hereby represents that it is not obliged to award this bid to any bidder. KGFT is entitled to retract this bid at any time as from the date of issue. KGFT is not obliged to award this bid to the bidder that quotes the lowest. |  |  |  |  |
| 1.4.3 A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any |  |  |  |  |
The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar about the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
a. **TABLE OF CLAUSES**

1. Definitions  
2. Application  
3. General  
4. Standards  
5. Use of contract documents and information; inspection  
6. Patent rights  
7. Performance security  
8. Inspections, tests and analysis  
9. Packing  
10. Delivery and documents  
11. Insurance  
12. Transportation  
13. Incidental services  
14. Spare parts  
15. Warranty  
16. Payment  
17. Prices  
18. Contract amendments  
19. Assignment  
20. Subcontracts  
21. Delays in the supplier’s performance  
22. Penalties  
23. Termination for default  
24. Dumping and countervailing duties  
25. Force Majeure  
26. Termination for insolvency  
27. Settlement of disputes  
28. Limitation of liability  
29. Governing language  
30. Applicable law  
31. Notices  
32. Taxes and duties
1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered between the purchaser and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock on hand.

1.10 “Delivery into consignee’s store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the service provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13 "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all the equipment, machinery, and/or other materials that the service provider is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content if local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The service provider shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The service provider shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.2 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the service provider’s performance under the contract if so required by the purchaser.

5.3 The service provider shall permit the purchaser to inspect the service provider’s records relating to the performance of the service and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The service provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC if required.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make
the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost about these inspections, tests or analyses shall be defrayed by the service provider.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the service provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the service providers cost and risk. Should the service provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the service provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the service provider.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The service provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the service provider in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

10.2 Documents to be submitted by the service provider are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or
acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation
12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services
13.1 The service provider may be required to provide any or all the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, if this service shall not relieve the service provider of any warranty obligations under this contract; and
(e) training of the purchaser’s personnel, at the service provider’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the service provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

14. Technical support and Backup provisions
14.1 As specified in SCC, the service provider may be required to provide any or all the following materials, notifications, and information pertaining to technically support and backup provisions implemented and installed by the service provider:

(a) such technical material as the purchaser may elect to purchase from the service provider, if this election shall not relieve the service provider of any warranty obligations under the contract; providing ongoing technical support with 24 hours turn-around time; off-site backup facilities of the raw data input; manual documentation; disaster recovery plan; and

(b) in the event of termination of the implementation of the system:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, licences, trademarks, patents, programming data and specifications, if requested.

15. Warranty
15.1 The service provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all goods supplied
under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the service provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the service provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the service provider shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the service provider’s risk and expense and without prejudice to any other rights which the purchaser may have against the service provider under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

16.2 The service provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case, later than thirty (30) days after submission of an invoice or claim by the service provider.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in his bid, except for any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts

20.1 The service provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
21. Delays in the service provider’s performance

21.1 Delivery of the goods and performance of services shall be made by the service provider in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the service provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider’s notice, the purchaser shall evaluate the situation and may at his discretion extend the service provider’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider’s point of supply is not situated at or near the place where the supplies are required, or the service provider’s services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the service provider’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

22. Penalties

22.1 Subject to GCC Clause 25, if the service provider fails to deliver any or all the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
(a) if the service provider fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Service provider fails to perform any other obligation(s) under the contract; or

(c) if the service provider, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services like those undelivered, and the service provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the service provider shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the service provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, if such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the service provider about or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the service provider any monies due the service provider.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the service provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, if this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the service provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, if this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties

32.1 A foreign service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
C. 14 Deviations from the Request for Proposal

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked “NIL” and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder’s Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

<table>
<thead>
<tr>
<th>PAGE NUMBER</th>
<th>CLAUSE NUMBER</th>
<th>DEVIATION</th>
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SIGNATURE: ________________________________  DATE: __________________________

NAME OF BIDDER: ___________________________  POSITION: _____________________
C.15 Bid Summary and Details
We the undersigned submit this bid in accordance with the conditions contained in the referenced RFP document and attach the documents required:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description in detail</th>
<th>Documents Attached (Yes/ No/ N.A.)</th>
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<tr>
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<tr>
<td>A.</td>
<td>Commercial Documents</td>
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<td>1.</td>
<td>Covering letter</td>
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<td>2.</td>
<td>Entire Bid Document</td>
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<td>3.</td>
<td>CC or Company Registration Documents</td>
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<td>4.</td>
<td>Valid SARS Tax Clearance Certificate and SARS Pin</td>
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<td>5.</td>
<td>Valid B-BBEE Certificate</td>
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<td>5.</td>
<td>Deviations from Request for Proposal</td>
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<tr>
<td>6.</td>
<td>Supplier Registration Form</td>
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<td>7.</td>
<td>Evidence of Registration on the National Treasury Central Supplier database</td>
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<td>B.</td>
<td>Technical Documents</td>
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<td>1.</td>
<td>List of references:</td>
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<td>Company name</td>
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<td>Contact person and telephone number</td>
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<td></td>
<td>Description of SERVICE</td>
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<td>Value</td>
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<td>Date completed</td>
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<td>CV of key personnel</td>
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<td>3.</td>
<td>Other:</td>
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<td>C.</td>
<td>Insurance</td>
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<td>1.</td>
<td>Provide Copies – if applicable</td>
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</tr>
</tbody>
</table>

SIGNATURE: __________________________________________ DATE: __________________________

NAME OF BIDDER: _____________________________________ POSITION_______________________
Annexure A

Declaration of Interest – Related Party

1. Any individual and or legal entity, which includes employees of the Service Provider who are related to an employee of the KGFT ("related party") - means individuals and their spouses and the following familial relatives who are; brothers; sisters; children; grandchildren; parents; aunts and uncles. In respect to related parties of legal entities this includes holding shares, a beneficial interest and membership in such legal entity), who may make an offer or offers in terms of this invitation to propose.

2. In view of safeguarding against fraud and favouritism through taking advantage of any related party, should the resulting proposal, or part thereof, be awarded to any individual and or legal entity employed by the KGFT, or to any related party, it is required that the Service Provider or his/her authorised representative declare this position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

   - the Service Provider is employed by the KGFT; and/or
   - the Service Provider is a board member
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the proposal(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the proposal.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the proposal.

2.1 Are you or any person in your employ connected with the Bidder, employed by the KGFT? YES/NO
2.1.2 If so, state particulars.

-----------------------------------------------------------------------------------------------------------------------

-----------------------------------------------------------------------------------------------------------------------

2.2 Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the KGFT and who may be involved with the evaluation and or adjudication of this proposal? YES/NO

2.2.1 If so, state particulars

-----------------------------------------------------------------------------------------------------------------------

-----------------------------------------------------------------------------------------------------------------------

2.3 Are you, or any person connected with the Bidder, aware of any relationship (family, friend, other) between the Bidder and any person employed by the KGFT who may be involved with the evaluation and or adjudication of this proposal? YES/NO

2.3.1 If so, state particulars

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4. DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE KGFT MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature _______________________________________

Date ___________________________________________

Position _______________________________________

Name ________________________________________
RECIPROCAL CONFIDENTIALITY

AND

NON-DISCLOSURE AGREEMENT

between

KZN GROWTH FUND TRUST

Registration number: IT 1437/2007(PMB)

Address: 303 Dr. Pixley Kaseme Street, 28th floor, Delta Towers, Durban, 4001

Telefax: +27 31 306 2547

Electronic mail: ______________

And

____________________________________________________

Registration number: ____________________

(hereinafter referred to as the “Company”)

Address: ______________________________________________

Telefax: ______________

Electronic mail: ______________
1. INTRODUCTION

1.1. The parties intend to have discussions and/or negotiations relating to the business. In the course of the discussions and/or negotiations between the parties and thereafter in the implementation of the business relationship and in any future interactions between the parties there is likelihood that the parties will gain knowledge of one another's confidential information.

1.2. If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement, or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, the parties acknowledge that this may cause the divulging party to suffer damages and material financial loss.

1.3. In the circumstances the parties are willing to provide one another with a reciprocal undertaking in regard to maintaining the confidential information and not disclosing it, and in regard to matters related thereto, on the terms and conditions set out herein.

2. INTERPRETATION

In this agreement:

2.1. Clause headings are for convenience and shall not be used in its interpretation;

2.2. unless the context indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meaning assigned to them below and cognate expressions bear corresponding meanings:

2.3.1. "affiliates" means in respect of the Company - any entity, related or interrelated, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity;

2.3.2. "the business" means the general business operations carried on by the Company and its affiliates;

2.3.3. "confidential information" means any information and data which by its nature or content is identifiable as confidential and/or proprietary to the divulging party and/or any third party or which is provided or disclosed in confidence by either party to the other, and which the divulging party or any person acting on its behalf
may disclose or provide to the receiving party or which may come to the knowledge of the receiving party by whatsoever means. Without limitation the confidential information shall include the following:

2.3.3.1. any information in respect of the business, know-how, information technology, formulae, statistics, processes, systems, business methods, trade secrets, marketing, trading and merchandising methods and information, promotional and advertising plans, strategies, financial plans and models, inventions, long term plans, analyses, research and development data, user or consumer data and profiles, ideas, computer programs, computer hardware, equipment, drawings and any other information of a confidential nature of the divulging party in whatever form it may be;

2.3.3.2. the contractual and financial arrangements between the divulging party and others with whom it has business arrangements of whatever nature;

2.3.3.3. all information peculiar to the business of the divulging party which is not readily available to a competitor of the divulging party in the ordinary course of business;

2.3.3.4. the fact of, and the content of, the discussions between the parties as well as the existence and content of this and any other agreement which may be concluded between the parties pursuant to such discussions;

2.3.3.5. information relating to the divulging party's business activities, business relationship, products, services and customers and personnel;

2.3.3.6. intellectual property that is proprietary to the divulging party or that is proprietary to a third party and in respect of which the divulging party has rights of use or possession;

2.3.3.7. all other information in whatsoever form, whether subject to or protected by common law, or statutory law, or otherwise;

but does not include information which:

2.3.3.8. Is lawfully in the public domain at the time of disclosure to the receiving party; or
2.3.3.9. subsequently becomes lawfully part of the public domain by publication or otherwise; or

2.3.3.10. is acquired or developed by a party independently of the other party and in circumstances which do not amount to a breach of the provisions of this agreement; or

2.3.3.11. subsequently becomes available to the receiving party from a source other than the divulging party which is lawfully entitled without any restriction on disclosure to disclose such confidential information to the receiving party; or

2.3.3.12. is disclosed pursuant to a requirement or request by operation of law, regulation or court order;

2.3.3.13. provided that the onus shall at all times rest on the receiving party to establish that such information falls within the exemptions contained in the clauses 2.2.2.8 to 2.2.2.12 and provided further that the information disclosed in terms of this agreement will not be deemed to be within a foregoing exemptions merely because such information is embraced by more general information in the public domain or in a party's possession.

2.3.4. "divulging party" means the party disclosing confidential information in terms of this agreement;

2.3.5. “entity” means a natural person, juristic person, association, business, close corporation, company, concern, joint venture, partnership, trust, undertaking, voluntary association, body corporate or any similar entity;

2.3.6. "receiving party" means the party receiving confidential information from the divulging party;

2.3.7. "the parties" mean the parties to this agreement.

3. DURATION

3.1. This agreement will commence on the date of last signature hereof and shall endure for a period of 3 (three) years.

3.2. The duration set out in sub-clause 3.1 above may be extended or shortened by agreement between the Parties.
4. NON-DISCLOSURE

The parties agree and undertake in favour of each other:

4.1. to treat the divulging party's confidential information as private and confidential and safeguard it accordingly;

4.2. except as permitted by this agreement, not to disclose, publish, copy, reproduce, reverse engineer, circulate, decompile or otherwise transfer, whether directly or indirectly, the confidential information of the other party in any manner, for any reason or purpose whatsoever without the prior written consent of the divulging party, and provided that in the event of the confidential information being proprietary to a third party, it shall also be incumbent on the receiving party to obtain the consent of such third party;

4.3. except as permitted by this agreement, not to utilise, employ, exploit or in any other manner whatsoever use the confidential information for any purpose whatsoever without the prior written consent of the divulging party, and provided that in the event of the confidential information being proprietary to a third party, it shall also be incumbent on the receiving party to obtain the consent of such third party;

4.4. to restrict the dissemination of the confidential information to only those employees, shareholders, partners, members, consultants, professional advisors, contractors, sub-contractors or agents of the receiving party (collectively referred to herein as "representatives") who are actively involved in activities for which use of the confidential information is authorised and then only on a "need to know" basis and the receiving party shall at its own cost initiate, maintain and monitor internal security procedures reasonable to prevent unauthorised disclosure by such representatives. In this regard the receiving party shall procure that its representatives who have access to the divulging party's confidential information, give a written undertaking in favour of the divulging party in regard to the divulging party's confidential information on substantially the same terms and conditions contained within this agreement;

4.5. to take all practical steps, both before and after disclosure, to impress upon the receiving party's representatives who are given access to the confidential information, the secret and confidential nature thereof; and
4.6. to take all such steps as may be reasonably necessary to prevent the divulging party's confidential information falling into the hands of unauthorised persons or entities.

5. **TITLE**

All confidential information disclosed by the divulging party to the receiving party or which otherwise comes to the knowledge of the receiving party, is acknowledged by the receiving party:

5.1. to be proprietary to the divulging party or where applicable, the relevant third-party proprietor; and

5.2. not to confer any rights of whatsoever nature in such confidential information on the receiving party.

6. **RETURN OF INFORMATION**

6.1. The divulging party may at any time on written request to the receiving party, require that the receiving party immediately returns to the divulging party any of the divulging party's confidential information and may, in addition, require material containing, pertaining to or relating to such confidential information and may require that the receiving party furnish a written statement to the effect that upon such return, it has not retained in its possession or under its control, either directly or indirectly, any such confidential information or material.

6.2. Alternatively, to 6.1 above, the receiving party shall, as and when required by the divulging party on written request to the receiving party, destroy all confidential information and material referred to in 6.1 above and furnishes the divulging party with a written statement to the effect that same has been destroyed.

6.3. The parties shall comply with any request from the other in terms of 6.1 or 6.2 within 7 (seven) days of receipt of such request.

7. **INDEMNITY**

The receiving party hereby indemnifies and holds the divulging party harmless against any loss, action, expenses, claim, harm or damage of whatsoever nature suffered or sustained by the divulging party pursuant to a breach by the receiving party or the receiving party's representatives, of the provisions of this agreement.
8. DOMICILIA AND NOTICES

8.1. The parties choose domicile citandi et executandi ("domicilium address") for all purposes arising from or pursuant to this agreement, as set out in the heading to this agreement.

8.2. Any party shall be entitled from time to time, by written notice to the other(s), to vary its domicilium address to any other address within the Republic of South Africa which is not a post office box or poste restante.

8.3. All notices given in terms of this agreement shall be in writing and any notice given by any party to another ("the addressee") which:

8.3.1. Is delivered by hand shall be deemed to have been received by the addressee on the next business day after the date of delivery; and

8.3.2. Is sent by telefax or by electronic mail shall be deemed to have been received on the next business day after transmission.

8.3.3. If posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its domicilium address for the time being shall be deemed to have been received by the addressee on the 10th (tenth) day after the date of such posting.

8.4. Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of telefax transmission, or electronic mail shall be adequate written notice or communication to such party.

9. GOOD FAITH

Each party shall observe good faith in implementing the provisions hereof.

10. GENERAL

10.1. This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa and, in the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in KwaZulu Natal shall prevail.

10.2. The parties irrevocably submit to the non-exclusive jurisdiction of the High Court of South Africa, Durban and Coastal Provincial Division, in respect of any action or proceeding arising from this agreement.
10.3. No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

10.4. No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

10.5. Any indulgence that either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party, which granted such indulgence.

10.6. The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

10.7. The parties agree that, if any provision of this agreement is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

10.8. The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

10.9. Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

10.10. Neither party shall make or issue any formal or informal announcement, advertisement or statement to the press in connection with this agreement or otherwise disclose the existence of this agreement or the subject matter hereof to any other person without the prior written consent of the other party.

10.11. This agreement may be executed in several counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement. For purposes hereof, an electronic version including but not limited to a facsimile or e-mailed scan, shall constitute a valid counterpart”.

11. COSTS
Each party shall pay its own costs relating to the negotiation, drafting, preparation and implementation of this agreement.

For and on behalf of **KZN GROWTH FUND TRUST**: SIGNED at: __________________________

On this: ______ day of __________________________ 20____

Name and Surname: _____________________________________

Signature: _____________________________

**KZN GROWTH FUND TRUST**

who warrants his/her authority hereto

AS WITNESS

1. ___________________________________________________________________

For and on behalf of the Company: SIGNED at: __________________________

On this: ______ day of __________________________ 20____

Name and Surname: _____________________________________

Signature: _____________________________

who warrants his/her authority hereto
APPLICATION TO REGISTER ON THE KZN GROWTH FUND TRUST SUPPLIER DATABASE

TO ALL SUPPLIERS AND SERVICE PROVIDERS SEEKING REGISTRATION AS AN APPROVED SUPPLIER OR SERVICE PROVIDER ON THE DATABASE OF KZN GROWTH FUND TRUST

All suppliers are herewith invited to register as an approved supplier on the database of KZN Growth Fund Trust.

In order to comply with the procedures, set out in the Accounting Officers Procurement Procedures (AOPP), as referred to in the Public Finance Management Act, 1999 (Act 1 of 1999), KZN Growth Fund Trust Supply Chain Management (SCM) department has developed a database to be used by the SCM office.

The purpose of the supplier database is to select a preferred panel of suppliers and service providers as well as to provide them with an equal opportunity to submit quotations to KZN Growth Fund Trust.

Preference for quotations will be given to those suppliers and service providers registered on the database unless there are no suppliers on the database that can supply that particular commodity or service.

Attached, please find an official registration form to assist us with updating our database according to legislative requirements.

This application form must be completed by suppliers and service providers in order to register on the KGFT vendor management system. In order for your application to be processed, the following documentation MUST accompany this form, failing which, your application will not be considered. Please DO NOT submit CDs or video tapes with this form.

<table>
<thead>
<tr>
<th>DOCUMENT REQUIRED</th>
<th>CATEGORY OF SUPPLIER</th>
<th>TICK THE RELEVANT BOX INDICATING SUBMISSION</th>
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<tbody>
<tr>
<td>Confirmation of registration on the KZN National Treasury Central Supplier database</td>
<td>Compulsory for all supplier’s</td>
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<tr>
<td>Original cancelled cheque or stamped letter from the bank, verifying the banking details of your Business</td>
<td>All suppliers</td>
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<tr>
<td>Certified copy of your business registration documents if you are incorporated as a partnership, close corporation or a company</td>
<td>All suppliers</td>
<td></td>
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<tr>
<td>Certified copies of the ID documents of directors and shareholders / partners / members / sole proprietor</td>
<td>All suppliers</td>
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<tr>
<td>A valid and original tax clearance certificate</td>
<td>All suppliers</td>
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<td>A valid BBBEE verification certificate obtained from an accredited verification agency OR an ABVA- accredited verification agency (only in the absence of accredited verification agencies)</td>
<td>Compulsory for all suppliers whose turnover exceeds R5 million.</td>
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## SECTION A: GENERAL

**Trading as** name of business:  
*(Contracts/orders will be placed on this name and invoices must reflect this)*

Registered name of business:  

**Title** (Prof. / Dr / Mr / Mrs / Ms/) and Surname/s:  
*(If trading as a sole-proprietor or a partnership)*

**Physical address of business:**

Building / complex name:  

Street name and number:  

Suburb:  

City :  

Code:  

Country:  

**Postal address of business:**

Post net address:  

P O Box / Private Bag:  

City/Town:  

Code:  

Telephone numbers of business:  

Code:  

Number:  

Alternative number of business:  

Code:  

Number:  

Sales representative fax number:  

Code:  

Number:  

* (Used by KGFT for electronic faxing of Request for Quotations, Contracts and Purchase orders)

Accounting Clerk’s fax number:  

Code:  

Number:  

* (Used by KGFT for electronic faxing of the APS remittance advices)

**Business e-mail:**  

*(This is the address to which an Invitation to bid / enquiry and orders / contracts will be sent to)*

Your own business contact person/sales representative name  

and telephone number:  

**Is your business owned or partly-owned by government?**  

(Y/N)

Business Registration number (if applicable)  

*(In the case of a sole proprietor or partnership, please furnish identity numbers plus copies of the identity documents of the owners)*

**Tax number of business:**  

**VAT registration number:**  
*(if applicable)*
SECTION B: CONFIRMATION OF B-BBEE STATUS

NB: It must be noted that KGFT will recognize only the following categories of persons as “Black” for purposes of B-BBEE, as defined in the Codes of Good Practice:

African, Colored or Indian persons who are natural persons and:
- are citizens of the Republic of South Africa by birth or descent; or
- are citizens of the Republic of South Africa by naturalization before the commencement date of the Constitution of the Republic of South Africa Act of 1993; or
- became citizens of the Republic of South Africa after the commencement date of the Constitution of the Republic of South Africa Act of 1993, but who, or the Apartheid policy that had been in place prior to that date, would have been entitled to acquire citizenship by naturalization, prior to that date.

1. Previous name(s) of business (if applicable)

_______________________________________________________________________________________

If operating as an Exempted Micro Enterprise (EME) (turnover less than R5 million per annum), do you operate independently or are you related (common ownership and resources) to other operating EME’s?

Y/N _____      If yes, then elaborate on your relationship with other EME's?

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

Is your EME operating as a continuation of a currently or previously existing business? Y/N ______________

If yes, then elaborate on your relationship with this business.

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

2. Is your business:

- An agent ______ Manufacturer ______ Distributor ______ Consultant ______ Contractor ________
  Professional Services ______ Other ______ (specify): _______________________________________

- Governed by a Sector Code? Y/N ____________ If yes, specify _____________________________

- A Multinational based in South Africa with overseas headquarters, operating as a “Global Practice” which restricts the alienation of equity or the sale of businesses in its regional operations? Y/N ______ (If yes, please provide documentation confirming operation as a Global Practice).

[If your business operates as a Multinational subject to a Global Practice, are you currently a participant in an Equity Equivalent Programmed (EEP)? Y/N ___ (If yes, please submit documentary proof that the EEP has been approved by the Minister of Trade and Industry OR forms part of a Sector Code)].

- Owned or partly owned by a Trust (Y/N) _______ Private Equity Fund (Y/N) __________________
  Broad-Based Ownership Scheme (Y/N) _________ Employee Ownership Scheme (Y/N) _________

_______________________________________________________________________________________
### SECTION C: DECLARATION OF INTERESTS

Are you or any other person who holds an interest in your business (i.e. a shareholder, a director, or a member or partner, a line manager, or a fellow employee), employed by KGFT or serves as a director or trustee at KGFT, or was previously employed by KGFT or served as a director at KGFT? Y/N _____

If yes, state particulars.

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Are you, or any other person who holds an interest in your business, a close family member (i.e. related by birth, marriage, domestic partnership, adoption, guardianship or the like) to or an associate (i.e. a friend, rival, business partner, neighbor, etc.) of a KGFT employee and/or director? Y/N _____

If yes, state particulars.

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Have you, or any other person who holds an interest your business, given a business courtesy to or received a business courtesy from a KGFT employee and/or director over the last 12 (twelve) months? Y/N _____

If yes, state particulars.

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Have you, or any other person who holds an interest in your business undergone an KGFT supplier disciplinary process and / or has been suspended from the KGFT supplier database over the last 5 (five) years? Y/N _____

If yes, state particulars.

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Is your business currently engaged in defending any legal proceedings which have been instituted against it (including against any of its directors / members / partners), or has your business (including any directors / members / partners) either been charged with or been convicted of any criminal act, or has any judgment or decision been made against it by any administrative or regulatory body? Y/N _____

If yes, state particulars.

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DECLARATION:
I, the undersigned _________________________ duly authorized to complete this application form in my capacity as ______________________________ on behalf of the applicant ____________________________ certify that, to the best of my knowledge, the information furnished herein is true and correct. I accept that KGFT reserves its right to act against the applicant or me personally in terms hereof, should this declaration prove to be false.

Name: ___________________________Signature: ____________________________________________

Designation: ____________________________

NOTE TO ALL SUPPLIERS AND SERVICE PROVIDERS

KZN Growth Fund Trust reserves the right to verify and confirm any of the information provided on this application form. KGFT may request additional information during its bid evaluation process. KGFT reserves the right to conduct site visits where deemed necessary.

Incomplete submissions will not be processed. An incomplete submission will include failure to provide any supporting documentation required to be submitted with this form.

If there are any changes to the information provided on this form, please inform the Procurement Officer on accounts@kzngf.co.za at KGFT’s Supply Chain Management department within 7 (seven) working days of such change. Outdated information could lead to your business not being invited to bid or not receiving correct payment!

NB: Bank information:

In all instances payment will be made via EFT directly into your bank account as per the banking details provided on this application form.

Should you change your banking details, you will once again be required to submit an original cancelled cheque or stamped letter from the bank, verifying these banking details.

All information provided by suppliers will be treated strictly confidential